

## **Applicant Agency Eligibility and HSD Contracting Requirements**

## **Information for HSD Funding Opportunities:**

Each Seattle Human Services Department (HSD) funding opportunity will include qualification and eligibility requirements specific to the investment and program service delivery. The information below provides general eligibility and contracting requirements, which may be modified by HSD based on the specific funding opportunity. Interested applicants should review the eligibility and contracting requirements specified in the funding opportunity Guidelines and Application document, which supersedes this information.

## **Applicant Agency Eligibility**

Applications for funding that meet the requirements of the specific funding opportunity will be accepted from any legally constituted entities that meet the following conditions (unless otherwise stated in the funding opportunity Guidelines and Application document):

- Applicant must meet all licensing requirements that apply to its organization. Companies must license, report and pay revenue taxes for the Washington State Business License (UBI#) and Seattle Business License, if they are required by the laws of those jurisdictions.
- If the applicant is incorporated as a private non-profit corporation in the State of Washington and has been granted 501(C) (3) tax exempt status by the United States Internal Revenue Service, the applicant's 501(C) (3) status is in good standing and has not been revoked in the previous calendar year.
- If the applicant is a public corporation, commission, other legal entity or authority established pursuant to RCW 35.21.660 or RCW 35.21.730, the applicant's status as a legal entity is in good standing and has not been revoked in the previous calendar year.
- The applicant must have a Federal Tax ID number/employer identification number (EIN) to facilitate payments from the City of Seattle to the provider.

## **Contracting Requirements**

Successful applicants must be prepared to comply with the following contracting requirements, in addition to any requirements specific to the funding opportunity and fund source.

- Any contract resulting from an HSD funding process will be between the City of Seattle, through its Human Services Department, and the applicant agency (referred to as "Contractor" in this section).
- Contracts may be amended to ensure that services and outcomes align with community needs or due to availability of funding.
- Contractors will be required to comply with the Terms and Conditions of the Human Services
   Department Master Agency Services Agreement (MASA). These requirements shall be included in any

contract awarded as a result of one of the funding processes and are not negotiable. A copy of the MASA is available at http://www.seattle.gov/humanservices/funding/.

- HSD will attach Exhibits and Attachments to all resulting contracts which will further specify program terms, rules, requirements, guidelines and procedures.
- Contractors will be required to maintain books, records, documents, and other evidence directly related
  to performance of the work in accordance with Generally Acceptable Accounting Procedures. The City
  of Seattle, or any of its duly authorized representatives, shall have access to such books, records and
  documents for inspection, audit, and copying for a period of seven (7) years after completion of work.
- Contractors must complete all required reports and billing documentation as stated in the funding
  opportunity and any resulting contract. Reimbursement will be contingent upon receipt and approval of
  required reports. Additional data may be required for audit or evaluation purposes.
- All programs funded through one of the funding processes must publicly recognize HSD's contribution to the program.
- Contractors will maintain a public liability insurance policy with a minimum limit of \$1,000,000, naming the City of Seattle as insured.
- Agencies must be able to collect and report client-level demographic and service data as stated in the specific funding opportunity and any resulting contract.
- Agencies must implement policies and procedures to ensure privacy and confidentiality of client records for both paper files and electronic databases.
- Contractors must have the capacity to protect and maintain all confidential information gained by reason of the investment and resulting contract against unauthorized use, access, disclosure, modification or loss.
- HSD accepts no responsibility or obligation to pay any costs incurred by any applicant agency in the
  preparation or submission of a proposal or application or in complying with any subsequent request by
  HSD for information or participation throughout the evaluation and selection process.